

RECORDATION NO. 25619-4 FILED

DEC 19 '05

3-30 PM

ALVORD AND ALVORD
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SUITE 301
WASHINGTON, D.C.

SURFACE TRANSPORTATION BOARD

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

20036

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~~September 30, 2005~~
December 19,

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Memorandum of Lease, dated as of September 23, 2005, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Lease previously filed with the Board under Recordation Number 25619.

The names and addresses of the parties to the enclosed document are:

Lessor: Infinity Rail, LLC
c/o Infinity Asset Management, LLC (as
Manager)
817 West Peachtree Street, Suite M110
Atlanta, Georgia 30308

Lessee: Sunny Farms Landfill, LLC
c/o Regus Industries, LLC
2730 Transit Road
Buffalo, New York 14224

Mr. Vernon A. Williams
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A description of the railroad equipment covered by the enclosed document is:

4 gondola cars: REGX 6889 - REGX 6892.

A short summary of the document to appear in the index is:

Memorandum of Lease.

Also enclosed is a check in the amount of \$33.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'R. Alvord', with a stylized flourish at the end.

Robert W. Alvord

RWA/anm
Enclosures

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MEMORANDUM OF LEASE

SURFACE TRANSPORTATION BOARD

1. Pursuant to the Lease Agreement identified below, Infinity Rail, LLC, a Georgia limited liability company ("Lessor"), as lessor, has leased to Sunny Farms Landfill, LLC, an Ohio limited liability company ("Lessee"), as lessee, the railroad cars identified on the exhibit attached hereto and entitled "Description of Railcars" (the "Cars"). Said lease of the Cars is referred to hereinafter as the "Lease." "Lease Agreement" means Schedule No. 1 dated November 18, 2004 (which incorporates the provisions of the Master Lease Agreement dated November 18, 2004) between Infinity Rail, LLC, as lessor, and Sunny Farms Landfill, LLC, as lessee.

2. The addresses of the parties are as follows:

Infinity Rail, LLC (Lessor)
c/o Infinity Asset Management, LLC as Manager
817 West Peachtree Street, Suite M110
Atlanta, Georgia 30308

Sunny Farms Landfill, LLC (Lessee)
c/o Regus Rail and Logistics, LLC
2730 Transit Road
Buffalo, New York 14224

3. The terms and provisions of the Lease are more particularly set forth in the Lease Agreement.

4. The parties intend the Lease and the transactions contemplated thereby to create a true lease. If it should nonetheless be determined that the transaction is a sale, then Lessee shall be deemed to have granted Lessor a security interest in the Cars (to secure the full payment and performance of all of Lessee's obligations under the Lease), and Lessor shall be entitled to all rights and remedies of a secured party under all applicable laws.

5. This Memorandum may be signed in counterpart or duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes.

[Execution on next page; remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum to be executed as of
Sept. 23, 2005.

INFINITY RAIL, LLC

By Infinity Asset Management, LLC as Manager

By: Jeffrey F. Edelman

Jeffrey F. Edelman, Vice President

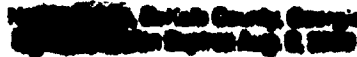
Fulton County, Georgia

On Sept. 27, 2005, before me personally appeared Jeffrey F. Edelman, to me personally known, who being by me duly sworn says that he is Vice President of Infinity Asset Management, LLC, Manager of Infinity Rail, LLC, and that he executed the foregoing instrument on behalf of said limited liability company by authority of its board of managers, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said limited liability company.

Stephanie Cassamas
Notary Public

My commission expires:

[NOTARIAL SEAL]



[Execution continued on next page; remainder of this page intentionally left blank]

SUNNY FARMS LANDELL, LLC

By: Andreas Gruson
Andreas Gruson, Chief Executive Officer

State of New York, County of ERIE

On OCTOBER 4, 2005, before me personally appeared Andreas Gruson, to me personally known, who being by me duly sworn says that he is Chief Executive Officer of Sunny Farms Landfill, LLC, and that he executed the foregoing instrument on behalf of said limited liability company by authority of its board of managers, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said limited liability company.

Douglas E. Szalasny
Notary Public
My commission expires: DOUGLAS E. SZALASNY
Notary Public, State of New York
Qualified in Erie County
[NOTARIAL SEAL] My Commission Expires 01/16/2007

Description of Railcars

Description of Cars:

100-ton, 286,000 lbs. gross rail load, 6,800 cubic feet hi-sided gondolas

Quantity:

Four (4)

Car Marks, Numbers:

REGX 6889

REGX 6890

REGX 6891

REGX 6892

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: _____

12/19/05



Robert W. Alvord